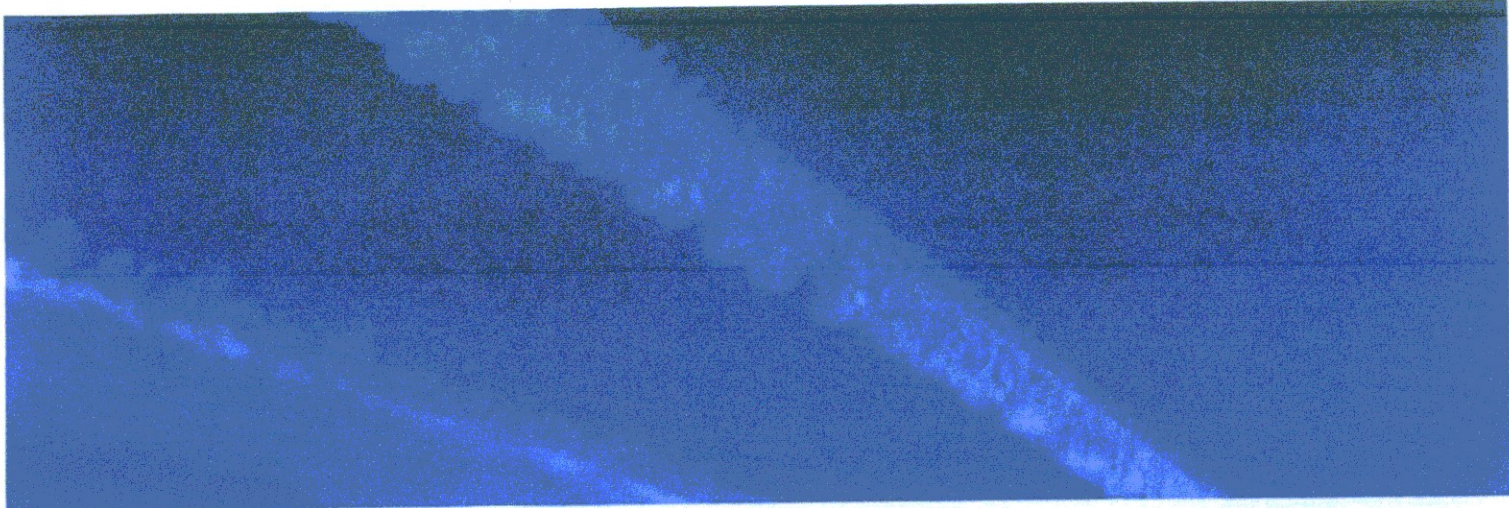



Forensic
Technology

A LeadsOnline Company



Agreement for **IBIS® ACCESS™**



Submitted to the: **City of Merced**
611 W 22nd Street
Merced California 95340
United States

Attention:

Sergeant Jeremy Salyers
Gang Violence Suppression Unit / SWAT

By: Forensic Technology Inc., a LeadsOnline Company
7975 114th Ave. North, Suite 2500
Largo, FL 33773-5028

Date: March 25, 2024
Reference No.: S-09573, Rev. 03

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Forensic Technology

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1 Executive Summary

Forensic Technology Inc., a LeadsOnline Company, (hereinafter referred to as **Forensic Technology**) is pleased to provide the City of **Merced** (hereinafter referred to as the **Customer**) with this agreement for options of **IBIS® ACCESS**.

1.1 Overview

IBIS Solution – Forensic Technology offers the world's leading solution for automated ballistic identification. IBIS solutions provide timely actionable intelligence for the investigation of firearm-related crimes, which has contributed to the arrest of thousands of criminals. IBIS is the search engine that helps law enforcement agencies quickly find links between firearm-related incidents. IBIS uses specialized 3D microscopy to capture the unique markings left by firearms on fired bullets and cartridge cases. The powerful IBIS correlation algorithms reveal the most likely matches in IBIS networks representing millions of bullets and cartridge cases. High-definition 3D viewing makes it easy to review the top search results, ranked by similarity, using virtual microscopy to visually compare the surface details. A match found in IBIS is often sufficiently apparent to provide an investigative lead, without having access to the physical evidence. IBIS makes it possible for agencies to collaborate seamlessly, whether it be regionally, nationally or internationally.

IBIS ACCESS is a **subscription service** that makes the latest generation of IBIS a more accessible technology. Designed especially for smaller law enforcement agencies whose capital budget and gun crime volumes would otherwise not justify an outright acquisition of an IBIS solution, ACCESS is a comprehensive and flexible subscription service that allow agencies to quickly procure and install an IBIS solution.

Under the contract resulting from this IBIS ACCESS proposal, the Customer will have access to the **IBIS equipment** described in section 2 which will be installed at the Customer site and licensed to the Customer on a subscription basis. Throughout the duration of the subscription period, the IBIS equipment will remain the property of Forensic Technology

With this solution, agencies can avail themselves of several benefits including:

- **Lower Upfront Investment:** With the subscription service, agencies can move away from capital expenses associated with purchasing or upgrading their hardware, to a more predictable operational expense budget.
- **Access to NIBIN:** Smaller law enforcement agencies can become a NIBIN partner and enhance their crime fighting efforts.
- **Complete Hardware and Software Management:** Agencies benefit from regular hardware and software component updates included with the subscription and eliminate the hassle of equipment going obsolete.
- **Customized Service Packages:** Tailor-made packages to suit the needs of smaller agencies that can be easily adjusted as needs evolve.
- **Flexible Expansion:** Agencies can rapidly scale-up the IBIS solutions in case their operation context significantly changes.

Added value: IBIS ACCESS is an all-inclusive solution designed to fit the size and needs of smaller agencies. In addition to the benefits associated with using the latest technology, ACCESS offers additional peace of mind by including installation of the solution, end-user training and punctual coaching, and ongoing monitoring, customer support and equipment support and upgrade.

1.2 Forensic Technology, IBIS and NIBIN

Because criminals move from jurisdiction to jurisdiction, IBIS has been designed to automatically share ballistic evidence across local, regional and national networks. Today, IBIS is the backbone of the National Integrated Ballistic Information Network (NIBIN) providing a valuable database of ballistic intelligence that can help link firearm crimes nationwide.

Established by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), NIBIN links crimes more quickly, generates investigative leads that would otherwise not have been detected, shares intelligence across jurisdictional boundaries, and gives prosecutors admissible evidence to corroborate witness testimony. NIBIN is the only national network that allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. It is a resource that is vital to any violent crime reduction strategy, providing investigators with the ability to compare their ballistics evidence against evidence from other crimes outside of their jurisdiction.

1.3 Your Contact at Forensic Technology

Should you have any questions about this proposal, please do not hesitate to contact **Mr. Jeffrey Russell** in Denver, Colorado at telephone number +1 720 621 4580 or via e-mail at jeffrey.russell@ultra-ft.com.

2 Pricing and Standard Terms

This section details our prices and standard terms.

2.1 Pricing

Item	One (1) Year IBIS ACCESS Subscription	Total Price (USD)
1.	NIBIN Cartridge Cases Acquisition, Analysis & Triage Subscription Service, comprising: <ul style="list-style-type: none"> - One (1) BRASSTRAX™ Acquisition Station (please see note 3 below) - One (1) MATCHPOINT Analysis Station for Cartridge Cases - One (1) PAG800 Stereo Zoom Microscope - One (1) Cartridge Cases Training Kit - One (1) color printer - One-year SafeGuard Warranty 	\$42,500
2.	Setup fee, including: Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded , installation and commissioning, and on-site training	\$13,322
TOTAL PRICE (US Dollars)		\$55,822

2.1.1 Optional Pricing

Item	Subsequent Years Subscription Packages	Total Price (USD)
3.	2nd Year	\$43,775
4.	3rd Year (see section 2.7)	\$45,088

NOTES:

- 1.
2. The MATCHPOINT Analysis Station for Cartridge Cases is only available in combination with a BRASSTRAX Acquisition Station under the IBIS Managed Service and is not available as a standalone equipment under the IBIS ACCESS Subscription Package.
3. The subscription packages offered to the Customer herein corresponds to their operational context currently represented by 98 sworn officers. At the time of renewal of the subscription contract, the Customer undertakes to inform Forensic Technology if it anticipates that the number of sworn officers will exceed 98. In such case, at the time of renewal, Forensic Technology shall have the right to adjust the pricing accordingly.
4. The IBIS equipment will be provided with security components as mandated by ATF.

NOTES – Continued:

5. Extended warranty is not applicable to the PAG800 Stereo Zoom Microscope. After the initial one-year warranty, labor and material charges for repairs to the PAG800 Stereo Zoom Microscope will be for the Customer's account.

6. Prices for all optional items are based on the purchase and payment of subscription packages on an annual basis. If the Customer wishes to purchase multi-year subscription packages, savings could apply.
7. The Customer has confirmed exemption from sales tax and will provide Forensic Technology with a valid exemption certificate. As such, the pricing above excludes all sales taxes. If sales tax has been erroneously excluded, the Customer will be responsible for paying such tax to the appropriate authorities, as well as any interest and/or penalties related thereof.

Standard Terms

2.2 Currency

All prices are quoted in **United States Dollars**.

2.3 Payment Terms

Forensic Technology's payment terms are as follows:

Description	Payment Term
IBIS ACCESS	The Subscription fees will be invoiced on an annual basis, prior to the start of the service period associated with each year of the contract.
Setup Fee	The set-up fee is due at the same time as the payment for the first-year subscription fees.

All payments will be due 100% net thirty (30) days from the date of our invoice.

2.4 Delivery

Standard hardware delivery lead times are between 3 and 6 months after receipt and acceptance of purchase order. Occasionally delays in parts delivery from our suppliers is experienced, therefore the delivery will be confirmed upon receipt and acceptance of purchase order. Expedited delivery lead times of less than 3 months may be possible depending on availability, an expedited delivery fee can be quoted upon request.

The installation date at the Customer site will depend on availability of the equipment on-site as well as site readiness including the installation of all required communication lines. For NIBIN connectivity, installation by ATF of JUTNet communication lines is mandatory before the equipment installation be fully completed. Upon receipt and acceptance of the Customer's Purchase Order, Forensic Technology will notify ATF accordingly so that the JUTNet process may start. In parallel, the Customer should begin the necessary site preparation in conjunction with Forensic Technology. Delays related to installation of JUTNet communication lines can be up to several months; it is therefore encouraged to begin working with ATF as soon as possible to schedule installation.

Where delays beyond Forensic Technology Inc.'s control prevent installation scheduling and completion, delivery to the customer shall proceed along with an invoice for 80% of the value. The customer must store the equipment in accordance with the prescribed parameters until installation can be scheduled. If this period exceeds 60 days, then the remaining 20% of the value will become due. If the customer's facility cannot store the equipment, then Forensic Technology will ship in place the equipment whereby title will transfer to the customer along with an invoice for 80% of the value and the equipment will be stored at our facilities free of charge. Should the delay exceed 60 days the remaining 20% value of the equipment will become due and storage charges may apply.

2.5 Shipping, Duties, Taxes and Fees

The equipment will be shipped **DDP Customer Premises (Incoterms® 2020), unloaded**. Forensic Technology will be responsible for shipping the goods from its factory to the installation site, for all charges related to exportation, customs clearance and importation of the goods, as well as duties and taxes related thereto, and for unloading the shipment on the Customer's loading dock. **The quoted price excludes sales and/or withholding taxes (if applicable), as well as storage fees, which will be for the Customer's account.**

2.6 Property Title, Risk of Loss and Insurance

Title to the equipment shall remain with Forensic Technology. Risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery. The Customer will cause the equipment to be covered by adequate insurance for the amounts listed below and will provide Forensic Technology with evidence of insurance coverage upon request, before installation.

Description	Insurance Value (USD)
BRASSTRAX Acquisition Station	\$148,000
MATCHPOINT Analysis Station for Cartridge Cases	\$76,000
PAG800 Stereo Zoom Microscope	\$4,500

2.7 Initial Term and Renewal

The initial term of the Subscription shall be for a minimum period of one (1) year commencing after completion of the on-site test procedure.

The Subscription may be renewed for successive terms of one (1) year each (or multiple years as mutually agreed upon in writing by the parties), but no more than three (3) years in total, in accordance with the following procedure. Forensic Technology shall provide the Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. The Customer acknowledges that the Subscription fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary in successive renewal terms from those indicated in this proposal.

If the Customer fails to renew prior to expiration of the then current subscription term, the Subscription will terminate. Forensic Technology will then make arrangements with the Customer to retrieve the equipment.

2.7.1 Termination

The Customer agrees that its right to use the Subscription and the IBIS equipment will terminate in the event of a material breach, including a material breach of the terms of the Subscription, of the IBIS software license agreement, failure to pay any sums to Forensic Technology when due, or failure to renew the Subscription prior to expiration of the then current subscription term unless other arrangements have been agreed to between the parties. In the event of a breach of Forensic Technology's intellectual property rights, Forensic Technology at its sole discretion may terminate the Subscription immediately upon written notice to the Customer. In the event of termination, the Customer's access to the IBIS equipment and software will be terminated, and Forensic Technology will disable the Customer's access to the IBIS equipment. Forensic Technology will then proceed with the retrieval of the equipment. The Customer agrees that Forensic Technology shall not be liable to the Customer nor to any third party for any suspension of the Subscription resulting from the Customer's nonpayment of the Subscription fees as they become due.

2.7.2 Default and Termination; Remedies

Either party may terminate the Subscription agreement in the event of a material breach upon thirty (30) days' prior written notice to the other party, provided that the party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions for failure to pay annual Subscription fees, upon the occurrence of a material breach of the Customer's obligations not susceptible to cure as provided in the preceding paragraph, Forensic Technology may at its option, effective immediately upon written notice to the Customer, either:

- Terminate Forensic Technology's future obligations under the Subscription agreement, or;
- Terminate the Customer's License to use the Subscription, or;
- Accelerate and declare immediately due and payable all remaining charges for the remainder of the then current term and proceed in any lawful manner to obtain satisfaction of the same.

In either case, the Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of Forensic Technology, as well as applicable repair and refurbishing costs.

2.7.2.1 Modification to, or Discontinuation of the Subscription

Upon reasonable notice to the Customer, Forensic Technology reserves the right at its discretion to modify, temporarily or permanently, the Subscription (or any part thereof). In the event that Forensic Technology modifies the Subscription in a manner which is not acceptable to the Customer, the Customer shall have the right to terminate the Subscription agreement and receive a pro-rata refund of the annual Subscription fees paid for the then-current subscription term. The Customer acknowledges that Forensic Technology reserves the right to discontinue offering the Subscription at the conclusion of the Customer's then current term. The Customer agrees that Forensic Technology shall not be liable to the Customer or to any third party for any modification of the Subscription as described in this section.

2.7.2.2 No Use by Third Parties

Use by anyone other than the Customer of the IBIS equipment, the Subscription, and documentation is prohibited, unless pursuant to a valid assignment of the Customer's rights and obligations of the Subscription agreement, which must be agreed to by Forensic Technology. The Customer is authorized to allow trained users from other agencies in its geographic area to use the equipment; however, the Customer shall be responsible for those users (including any damages that could be suffered by the equipment) as if they were users from the Customer's agency.

2.8 Customer Obligations

The Customer acknowledges and agrees that Forensic Technology's duties, including warranty obligations, and ability to perform its obligations to the Customer shall be predicated and conditioned upon the Customer's timely performance of and compliance with the Customer's obligations hereunder, including, but not limited to:

- The Customer agrees to pay all sums due when they are due pursuant to the payment terms for implementation, and ongoing annual subscription fees. Actual access and use of the IBIS equipment shall constitute evidence that the Subscription are active, and the final implementation payment is due.
- The Customer agrees to use reasonable efforts to timely perform and comply with all its obligations, including providing assistance to Forensic Technology, as needed.
- The Customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to immediately terminate the Subscription and retrieve the equipment.
- Unless otherwise expressly agreed in advance in writing by Forensic Technology, the Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the IBIS equipment.
- The Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

2.9 Warranties, Material and Workmanship

Forensic Technology warrants to the Customer that all products delivered shall be free from defects in material, workmanship, and title.

Forensic Technology expressly warrants the products manufactured by it as meeting the applicable specifications.

Forensic Technology makes no other warranties either expressed or implied (including without limitation warranties as to merchantability or fitness for a particular purpose).

The Customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to void the balance of the Subscription period and proceed with immediate retrieval of the equipment.

2.10 Connection to NIBIN

This proposal assumes that the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) will grant the Customer access to the National Integrated Ballistic Information Network (NIBIN), a NIBIN-IBIS Data Concentrator and a NIBIN-IBIS Correlation Server. A valid Memorandum of Understanding (MOU) between the agencies must be in place and be maintained throughout the subscription period in order to remain on NIBIN.

2.11 Law and Jurisdiction

This proposal and any contract arising from this proposal is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute, between the parties or relating in any way to the subject matter of this proposal and any contract arising from this proposal. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this proposal and any contract arising from this proposal prevents either party from seeking injunctive relief in a court of competent jurisdiction.

2.12 Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the system or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages. The Customer agrees to indemnify and hold Forensic Technology harmless in such events.

In the event of any liability of Forensic Technology to Customer related to the equipment or the services, the liability shall be limited to the lesser of (a) Customer proven direct damages, or (b) the purchase price of the equipment and the services with respect to which the alleged losses or damages are claimed.

2.13 Termination for Convenience

Upon written notice from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer, as follows:

- If the termination notice is received prior to the equipment being packed at the factory, the Customer shall pay Forensic Technology 35% of the total value of the contract, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.
- If the termination notice is received after the equipment is packed and/or shipped, but prior to installation at the Customer's site, the Customer shall pay Forensic Technology 75% of the value of the contract. In addition, the Customer will also reimburse Forensic Technology for the costs of crating and shipping the equipment to the Customer's site and back to Forensic Technology, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.

The contract cannot be terminated once the equipment is installed at the Customer's site.

2.14 Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

2.15 Software License Agreement

Use of the IBIS equipment is subject to a software license agreement, which resides on the machine. Users are required to accept the agreement prior to having access to the system. License fees to use all software provided with the system are included in the price of the Subscription. In consideration for and subject to the payment of the annual Subscription fees, the Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the IBIS equipment and the Subscription.

2.16 Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. Forensic Technology is also committed to ensuring compliance in all services and underlying processes where personal data is processed on behalf of partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. Forensic Technology uses personal data solely for contacting individuals in the course of normal business and in marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: [Data Privacy, Cookies & Modern Slavery Statement | Forensic Technology](#).

2.17 Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
 - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
 - to another person with the intention to reward a person for the improper performance of such a function or activity;
 - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;
 - to a Public Official (or his representative), any political party or party official, any candidate for political office:
 - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
 - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
 - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
 - to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

3 Scope of Services

This section details the services related to equipment deployment.

3.1 Site Survey

Forensic Technology requires that the Customer complete a Site Survey ahead of equipment shipment. The purpose of this survey is to verify that the site selected by the Customer for the installation of the system complies with the site requirements described in the IBIS Facility Requirements Overview.

Elements to be verified include, but are not limited to:

- Floor plan with dimensions of the proposed location (Forensic Technology may require photographs to be submitted)
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight.

The assigned Project Manager will provide the Customer with the Facility Requirements and will be available to answer questions that arise.

If the Customer finds that the results of the Site Survey are unsatisfactory, Forensic Technology will outline recommendations to ensure the site is ready to receive the system.

NOTE: If, at installation time, one or more sites do not fully meet facility requirements, and the technician must return on-site or extend their visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology will be for the Customer's account.

3.2 Equipment Transport and Delivery

At contract award or shortly thereafter, the Customer will be asked for information in order to accelerate and optimize the delivery process, as follows:

- Detailed consignee information (contact names, addresses and coordinates)
- Information on customs clearance and importation (process, preferred customs agent if any)
- Documentation requirements
- Any other pertinent information.

After successful factory tests, the system will be disassembled, packed and delivered to the Customer for installation by Forensic Technology qualified personnel.

The Customer will be responsible for supplying suitable off-loading facilities, forklift, dolly, and other moving equipment.

3.3 Installation

The installation of the proposed system(s) at the Customer-prepared site will be concluded as follows:

Description	Duration
NIBIN Cartridge Cases Acquisition, Analysis and Triage Subscription Service	One (1) working day

NOTE: This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the installation. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.

3.4 On-Site Test Procedure

Following the installation of the system at the Customer site, Forensic Technology will execute a Test Procedure. Upon the successful completion of this on-site Test Procedure, the system shall be deemed functional and the Customer's authorized personnel shall be required to sign the *Certificate of Conformance and Final Customer Acceptance* form. The subscription period commences upon the successful completion of the on-site Test Procedure.

3.5 Training Program

The proposed solution includes a comprehensive multi-step training program to be delivered in English online and at the Customer site. If the trainees are not already ATF-certified NIBIN users, they will have to meet ATF certification requirements in order to be granted access to NIBIN by ATF.

3.6 Online Introductory Training

Upon confirmation from the Customer of the names and titles of trainees, Forensic Technology will provide online training credentials. These credentials will allow the trainees to access introductory online courses.

These courses are introductory level, designed for trainees who are not yet familiar with IBIS technology.

3.7 On-Site Basic User Training

Forensic Technology will provide on-site basic user training for a maximum of two (2) trainees per acquisition unit. Duration and content will vary based on the Subscription and will be confirmed at a later date.

NOTES:

- 1. Trainees can be exempt from the triage training course under the following conditions:**
 - The trainee is a Firearms Examiner, or
 - The trainee is an experienced IBIS technician familiar with performing triage, or
 - The Customer will provide its own triage training prior to the BRASSTRAX training.
- 2. All users must complete the MATCHPOINT Correlation Review Training before performing correlation reviews. This training will take place thirty (30) days after the successful completion of the BRASSTRAX Acquisition and Triage Training (see Note 3).**
- 3. The Customer has the option to receive the MATCHPOINT Correlation Review Training directly from ATF via the ATC NNCTC located in Huntsville, AL. If the Customer chooses this option, the Customer will be responsible for coordinating training directly with ATF. For more information please contact: NIBIN-Training@ATF.gov.**
- 4. Please see the attached brochure for additional details on training programs**

3.8 Training – Manufacturer’s Recommendation

In order to maximize the Customer’s investment in the IBIS technology, Forensic Technology strongly recommends that all system operators be trained by a Forensic Technology or NIBIN certified instructor prior to use. This will ensure that the installed technology achieves the expected results and meets its intended purpose. Completing system training with a certified instructor also facilitates receipt of support and assistance from Forensic Technology’s Global Customer Services team.

3.9 SafeGuard Services

The proposed Subscription includes SafeGuard services covering parts, labor and software upgrades.

NOTE: Please see the attached brochure for additional details on SafeGuard.

4 IBIS Facility Requirements Overview

This section provides an overview of the IBIS facility requirements. Forensic Technology will provide the Customer with the formal facility requirements documentation prior to the start of the project.

4.1 Storage Requirements

In the event that the system(s) will be kept in Customer-provided storage prior to installation, the storage facility will need to have, at all times, a temperature between 0 and 50 degrees Celsius (32- and 122-degrees Fahrenheit) with a relative humidity between 50% and 70%.

4.1.1 Crate Dimensions

For each option, the equipment is delivered in wooden crates and the dimensions are as follows:

Equipment	Dimensions (W x L x H) (in) / Weight (lb)	
	Crate 1	Crate 2
NIBIN Cartridge Cases Acquisition, Analysis and Triage Subscription Service	31 X 24 X 40	35 X 73 X 40
	245 lb	400 lb

4.2 Environment

Air conditioning is mandatory. The Customer must maintain, at all times, the temperature of the room(s) housing the system between 15 and 30 degrees Celsius (60 to 86 degrees Fahrenheit) with a relative humidity between 50% and 70%.

Forensic Technology recommends that the system be installed in a relatively dust-free operating environment. Carpeting is not recommended.

4.3 Footprint

The footprint required for each major component is detailed below:

Equipment	Footprint
BRASSTRAX Acquisition Station	The BRASSTRAX Acquisition Station can be installed on a sturdy table or desktop, which is to be supplied by the Customer. Both the table and work desk need to be next to each other and when combined with the operator's chair and access space require a footprint of W91" x D97" x standard room height.
MATCHPOINT Analysis Station	The MATCHPOINT Analysis Station rests on a work desk, which is to be supplied by the Customer. The work desk when combined with the operator's chair and access space requires a footprint of approximately W68" x D97" x standard room height.

Equipment	Footprint
Printer	The printer rests on a table that is to be supplied by the Customer. The table needs to be installed next to either the BRASSTRAX Acquisition Station or the MATCHPOINT Analysis Station. The footprint for this table would be approximately W23" x D30" x standard room height.
PAG800 Stereo Zoom Microscope	The PAG800 Stereo Zoom Microscope can be installed on a table, desk or working bench supplied by the Customer. Its footprint is approximately W12" x D12" x H18" without camera.

4.4 Power Source Requirements

The power source required for each major component is detailed below:

Equipment	Circuit Breaker Rating	Approx. Heat Dissipation (BTU Per Hour)
BRASSTRAX Acquisition Station	2000 VA	4700
MATCHPOINT Analysis Station	1000 VA	2500
Printer	1000 VA	2500
PAG800 Stereo Zoom Microscope	N/A	

NOTE: All the equipment above uses either a 100 – 120 VAC 60 Hz or a 220 – 240 VAC 50 Hz single phase power source.

4.5 Communication Lines

ATF will furnish the communication lines needed for Forensic Technology to provide remote technical support and for networking with other IBIS Systems.


NOTE: Forensic Technology will not be liable for the lack of technical support to the Customer due to unsuitable communication lines.

4.6 Local Area Network (LAN)


The various components of the proposed system are interconnected via a Fast Ethernet (100Base-T) LAN. Following are the connectivity requirements:

- If all the system components are to be installed in the same room and the length of the LAN cable run does not exceed 30m (100'), Forensic Technology will be able to provide the hardware, and the labor needed to set up the LAN.
- If there is one or more system components to be installed in the same building but at different locations (i.e., not in the same room), then Forensic Technology will require collaboration from the Customer's local IT and building maintenance staff to facilitate the installation. The network infrastructure should be Category 5 or 6 compliant and terminated with an RJ-45 connector. Any network point provided should be within 2m (79") of the component.

CITY OF MERCED
A California Charter Municipal
Corporation

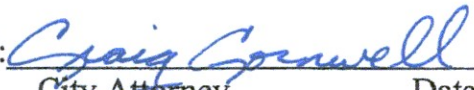
BY: 
D. Scott McBride
City Manager

ATTEST:
SCOTT MCBRIDE, CITY CLERK

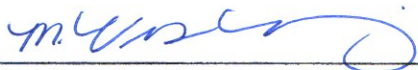
BY: 
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

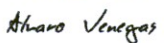


BY:  3/26/2024
City Attorney Date

1003
ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: 
Verified by Finance Officer V-1807
Funds available. to 7/25/24
10003500-590004 FL 7/29/24
FY 23/24 \$ 55,822.00
FY 24/25 \$ 45,775.00
FY 25/26 \$ 45,088.00
Total not to Exceed: \$ 144,685.00

Accepted for Forensic Technology Inc. by:

DocuSigned by:
 5/29/2024
592C3B78E3934A1...
Alvaro Venegas
President

Forensic
Technology

A LeadsOnline Company

March 25, 2024

Merced Police Department
611 W 22nd Street
Merced California 95340
United States

Subject: Sole Source Letter

Forensic Technology (Canada) Inc.

800 Hymus Blvd, 4th floor
St-Laurent, Quebec
H4S 0B5
Canada

Tel +1 514 489 4247
Fax +1 514 485 9336
Sans Frais/TollFree +1 888 984 4247
www.ultra-forensictechnology.com

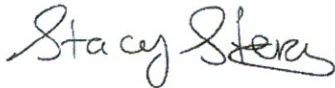
To whom it may concern:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Ultra Electronics Forensic Technology Inc.** and its affiliate company **Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**).

Consequently, only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

Furthermore, IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely yours,



Stacy Stern
Chief Revenue Officer (CRO)



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End-User License Agreement

This End-User License Agreement ("Agreement") is entered into by and between Ultra Electronics Forensic Technology Inc. Inc. ("Ultra Electronics Forensic Technology Inc.") and you (either as an individual or as a single legal entity, hereinafter referred to as "Licensee"), for the use of Ultra Electronics Forensic Technology Inc.'s Integrated Ballistics Identification System (IBIS®) family of products. These products include computer software, the media on which the software is delivered (if any), printed materials, and "online" or electronic documentation ("Software"). By using all or any component of the Software, you and your employer if you are an individual, agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, do not use the Software.

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- d. access or attempt to access directly any software delivered with the IBIS system other than through the IBIS Software, through prepackaged reports or ad hoc reports that are developed by Ultra Electronics Forensic Technology Inc.



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- d. that a third party or embedded software manufacturer may be designated as a third party beneficiary of this Agreement;
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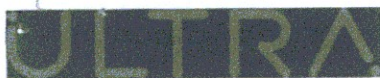
3. SUPPORT SERVICES

Provided a valid maintenance contract is in force, support services for IBIS® are supplied to Licensee as detailed under such maintenance contract.

4. LIMITED WARRANTY

Ultra Electronics Forensic Technology Inc. warrants that it will make commercially reasonable efforts to solve any problem issues.

5. NO OTHER WARRANTIES



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7. TERM AND TERMINATION.

Unless this Agreement is terminated under the next sentence, the term of this Agreement shall be perpetual. Without prejudice to any other rights it may have, Ultra Electronics Forensic Technology Inc. may terminate this Agreement by giving notice to you in writing or by electronic communication if you materially breach the terms and conditions of this Agreement.

8. GENERAL PROVISIONS

- 8.1 LAW TO GOVERN.** This Agreement shall be governed by the laws of the State of Maryland.
- 8.2 ASSIGNMENT OF RIGHTS.** You may permanently assign and transfer all of your rights under this Agreement, provided: (i) you transfer to the recipient the Software and this Agreement, (ii) you retain no copies of the Software; and (iii) the recipient agrees to be bound by the terms and conditions of this Agreement. In the event of permanent assignment and transfer of your rights to another party, you must inform Ultra Electronics Forensic Technology Inc. in writing of such an event, and provide Ultra Electronics Forensic Technology Inc. with the appropriate information on such party.

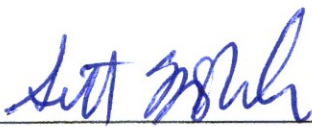


- 8.3 **TITLES AND SUBTITLES.** The titles and subtitles used in this Agreement are used for convenience only and do not constitute a part of this Agreement.
- 8.4 **SEVERABILITY.** If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 8.5 **NON-WAIVER.** No failure by Ultra Electronics Forensic Technology Inc. to take action on account of any default by you shall constitute a waiver of any such default or of the performance required.
- 8.6 **ENTIRE AGREEMENT.** This Agreement, together with any additional conditions in the contract under which the Products were procured, is the sole agreement between you and Ultra Electronics Forensic Technology Inc. with respect to the subject matter hereof. This Agreement supersedes all prior agreements or discussions between you and Ultra Electronics Forensic Technology Inc. with respect to the Software.
- 8.7 **MODIFICATION.** Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of you and Ultra Electronics Forensic Technology Inc.
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OF PRODUCTS
ULTRA ELECTRONICS FORENSIC TECHNOLOGY INC.**

CITY OF MERCED
A California Charter Municipal
Corporation

BY: 
D. Scott McBride,
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK


BY: 
Assistant/Deputy City Clerk



APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY:  5-23-2024
City Attorney Date

¹⁰⁰³
ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: 
Verified by Finance Officer v-1807

DocuSigned by:
Alvaro Venegas
59263B7DEB934A1...
Alvaro Venegas, President
6/10/2024

Funds available. XC 7/26/24
10003500 - 590004
FY 23/24 \$55,822.00
FY 24/25 \$43,775.00
FY 25/26 \$45,088.00
Total not to exceed. \$144,685.00
FZ 7/29/24